

Lisa Sulka  
*Mayor*  
Ted Huffman  
*Mayor Pro Tempore*  
Marc Orlando  
*Town Manager*



*Council Members*  
Karen Lavery  
Fred Hamilton  
Larry Toomer  
Sandra Lunceford  
*Town Clerk*

**Town of Bluffton  
Request for Proposals  
Planning & Design Services  
RFP #2015-32**

**OVERVIEW**

The Town of Bluffton is soliciting proposals from experienced Planning and Landscape Architectural firms to provide on-call planning and design services.

Proposals, including supporting documentation, are due by April 16, 2015 at 10:00 a.m. at Town Hall, 20 Bridge Street, Bluffton, South Carolina, 29910. Submittals shall be clearly marked as: RFP 2015-32, Planning and Design Services. Applicants must include one (1) original, three (3) copies, and digital copy in PDF format by the stated deadline.

Questions must be submitted in writing on or before April 6, 2015 to the contact noted below. Questions and answers will be posted on the Town's website at [www.townofbluffton.sc.gov](http://www.townofbluffton.sc.gov).

Contact: Shawn Leininger, AICP  
Director of Growth Management  
Email: [sleininger@townofbluffton.com](mailto:sleininger@townofbluffton.com)  
Fax: Attn: Shawn Leininger, (843) 706-4529  
Mail: Town of Bluffton  
Attn: Shawn Leininger  
P.O. Box 386  
Bluffton, South Carolina 29910

**SCOPE OF SERVICES**

The successful candidates will demonstrate in its proposal the ability to perform a wide range of planning, zoning, urban design, analysis, and development review services on an on-call basis for the Town of Bluffton. Work may include, but is not limited to, the following services as assigned:

- Park and site master planning, including plans, sketches, sections and perspective renderings if required;
- Landscape and hardscape design from concept to construction documents;
- Irrigation design and specifications;
- Landscape maintenance recommendations and specifications;
- Exterior Lighting layout and design for site, landscape, and buildings, particularly the use of accent lighting to provide public safety lighting; and,

- General planning, zoning, and development review.

The successful firm will contract with the Town using the Town of Bluffton Agreement shown as Attachment 1 to this RFP. This Agreement will be considered a Master Services Agreement (MSA) in which individual work orders will be released using a Master Services Agreement Work Authorization shown as Attachment 2 to this RFP. The MSA will have a term of two (2) years with up to one (1) one-year automatic extension. The contractor shall be required to maintain the prices indicated in its bid form for the two-year term of the initial Agreement. The Agreement's one-year extension is expressly conditioned on continued maintenance of the original pricing offered in the bid documents.

The contractor shall possess a Town of Bluffton business license. The Town of Bluffton Business License Office may be contacted at (843) 706-4501.

### **SUBMITTALS**

Proposals must contain, at a minimum, the following items:

- A cover letter.
- Detailed information regarding the firm's experience in providing similar services.
- Qualifications of proposed team members, identifying the firm's main contact person.
- A minimum of three (3) references, including contact names and phone numbers.
- Proposed budgetary framework for work, including rate sheet for labor in appropriate classifications, rate sheet and/or mark-up percentage for equipment, materials, and a rate sheet for reimbursable expenses; selected firm's may propose a different cost or fee structure as an add alternate.
- If applicable, documentation of firm's qualification as a Local Business and/or Minority or Disadvantaged Business Enterprise.

All materials submitted shall become property of the Town of Bluffton.

### **LOCAL VENDOR PREFERENCE**

The Town of Bluffton encourages local businesses to participate in this RFP. For a firm to be eligible for Local Preference Certification, the company must have held a valid Town Business License for a consecutive period of at least two (2) years prior to application, and the company must maintain within Beaufort County a local office with a majority of its full-time employees, chief officers, and managers regularly conducting work at this location, properly licensed for commercial operations, open to the public, and in compliance with local zoning requirements.

### **EVALUATION CRITERIA**

Proposals will be evaluated on the following criteria with the associated weighting for each criterion:

- Related experience on similar projects - 30%
- Ability and expertise of firm's team - 30%
- Proposed cost structure - 35%
- Preference for Minority or Disadvantaged Business Enterprise or Local Business - 5%

## **TOWN OF BLUFFTON RIGHTS**

Proposals must be signed by an official of the company authorized to bind the firm , and it shall contain a statement that the information contained therein is valid for a period of at least ninety (90) days from the submittal date.

The Town reserves the right to refuse any and all proposals and to waive any technicalities and formalities. The Town reserves the right to negotiate with all qualified firm. The Town may cancel this solicitation in part or in its entirety if it is in the Town's best interest to do so. This solicitation does not commit the Town to award a contract, or to pay for any cost incurred in the preparation of the proposals, or to procure or contract for any articles of goods or services.

## **ATTACHMENTS**

1. Sample Town of Bluffton Agreement
2. Sample Town of Bluffton MSA Work Authorization

# ATTACHMENT 1

## TOWN OF BLUFFTON AGREEMENT Contract Number <201X-XX>

COUNTY OF BEAUFORT

STATE OF SOUTH CAROLINA

**THIS AGREEMENT** is made the \_\_\_\_ of \_\_\_\_\_, 201\_ between <Contractor> (hereinafter called "Contractor") and the Town of Bluffton (hereinafter called "Town"), a municipal corporation organized and existing under the laws of the State of South Carolina.

**WHEREAS**, the Town desires <purpose of contract>; and

**WHEREAS**, the Town and Contractor desire to enter into an Agreement wherein the Contractor shall provide such services as set forth herein below:

**NOW, THEREFORE**, for and in consideration of the mutual promises, undertaking and covenants set forth herein, the receipt and sufficiency of which are acknowledged and affirmed by the Town and the Contractor, the parties hereto agree as follows:

1. Services/Schedule: The Contractor shall perform services per the attached scope of work and schedule in "Attachment 1".
2. Deliverables: The deliverables resulting from execution of the above mentioned work shall be:  
    <Deliverables>
3. Fees: The total cost of these services shall be \$ <Costs> per "Attachment 2".
4. Invoicing: The Contractor shall send invoices to the Town of Bluffton, PO Box 386 Bluffton, SC 29910, Attn: <Project Manager>. The invoice should reference contract number <200X-XX> Approved invoices shall be paid within 30 days upon receipt of invoice.
5. General Terms and Conditions:
  - a. The contractor is required to maintain appropriate levels, in the Town's sole opinion, of insurance for general liability, auto liability, professional liability, and workers compensation coverage. The contractor must provide the Town with a Certificate of Insurance for each that names the Town as an additional insured. The contractor is required to immediately contact the Town should any change to these policies occur during the course of the performance of this contract. Failure to maintain these policies is grounds for termination.
  - b. Work will commence at NOTICE TO PROCEED and expire upon completion and acceptance of the project. All deliverables, whether goods, services, supplies, or other, shall become the property of the Town. Any deliverables that may be provided in hard copy and electronic form, such as drawings, plans, specifications, reports, or other, shall be provided in such formats and orientations as required by the Town.
  - c. Contractor shall be licensed to perform the work including, but not limited to, a current Town of Bluffton Business License and any required State of South Carolina license.
  - d. Contractor shall comply with the most current Federal and State of South Carolina Laws and Regulations, including but not limited to, Fair Labor Standards Act and Occupational Safety and Health Administration guidelines.
  - e. In the event the Contractor is required to hire Sub-Contractors, those Sub-Contractors must be appropriately licensed by the Town of Bluffton. The Contractor must provide the Town with a list of all Sub-Contractors and to immediately notify the Town of any changes. Use of non licensed Sub-Contractors is grounds for termination.

- f. The Town Manager or his designee may terminate this contract in whole or in part at any time for the convenience of the Town. If the contract is terminated for the convenience of the Town, the Town will pay the Contractor for costs incurred to that date of termination.
- g. Should any part of this Agreement be rendered void, invalid or unenforceable by a court of law, such a determination shall not render void, invalid or unenforceable any other part of this Agreement.
- h. This Agreement has been made and entered into in the State of South Carolina, and the laws of South Carolina shall govern the validity and interpretation of this Agreement in the performance due hereunder.
- i. This Agreement may not be modified nor any additional work performed unless such modification or work is approved in writing and signed by both parties. The Contractor may not assign this contract without the prior written approval of the Town.
- j. The Contractor shall defend, indemnify, and hold harmless the Town, its officers, directors, agents, and employees from and against any and all actions, costs, claims, losses, expenses, and/or damages, including attorney's fees, whether incurred prior to the institution of litigation, during litigation, or an appeal arising out of or resulting from the conduct of any activity hereby authorized or the performance of any requirement imposed pursuant by this Agreement, however caused or occasioned, unless caused by the willful misconduct or gross negligence of the Town.
- k. In the event the Town has to proceed to litigation to protect or enforce its rights, the Town shall be entitled to recover its reasonable attorney fees and costs.
- l. Unless otherwise specified in this Agreement, Contractor shall provide a one (1) year warranty for the work performed hereunder, with said time to be measured from the date of final acceptance of the work by the Town.
- m. The parties hereto intend that no master/servant, employer/employee, or principal/agent relationship will be created by the Agreement. Nothing contained herein creates any relationship between the Town and Contractor other than that which is expressly stated herein. The Town is interested only in the results to be achieved under this Agreement. The conduct and control of the Contractor's agents and employees and methods utilized in fulfilling its obligations hereunder shall lay solely and exclusively with the Contractor. The contractor's agents or employees shall not be considered employees of the Town for any purpose. No person employed by the Contractor shall have any benefits, status, or right of employment with the Town

**IN WITNESS WHEREOF**, the parties hereto affixed their signatures hereto the date first written hereinabove.

<CONTRACTOR NAME>

TOWN OF BLUFFTON

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Position: \_\_\_\_\_

Position: \_\_\_\_\_

Witnesses: \_\_\_\_\_

Witnesses: \_\_\_\_\_

Witnesses: \_\_\_\_\_

Witnesses: \_\_\_\_\_

Attachments:

- 1.
- 2.



# ATTACHMENT 2

## MASTER SERVICES AGREEMENT WORK AUTHORIZATION

PO Box 386  
Bluffton, SC 29910

PROJECT NAME:

PROJECT CODE:

MSA WORK AUTHORIZATION NO.:

DESCRIPTION OF WORK TO BE PERFORMED:

REQUESTED BY:

☐

Provide estimate before proceeding with work.

☐

Proceed with work.

LABOR

	LUMP SUM	T&M (NTE)

EQUIPMENT

	LUMP SUM	T&M (NTE)

MATERIAL

	LUMP SUM	T&M (NTE)

SCHEDULE

	START	END

Contractor Representative

Town Representative

Date

**TOWN OF BLUFFTON  
REQUEST FOR PROPOSALS  
RFP #2015-32  
PLANNING & DESIGN SERVICES**

**Addendum #1  
Questions & Answers**

- Q.1** *Please describe the types of projects that may be included for this On-Call Planning and Design Services Contract.*
- A.1** Projects may include, but are not limited to, master plan updates for Town owned properties, third party review assistance for separately awarded CIP design projects, review assistance with development applications, and design assistance with small scale projects such as landscaping, signage, or other general property improvements.
- Q.2** *Is a copy of the firm's Town of Bluffton's Business License required to be included in the submittal package if it is on file with the Town?*
- A.2** If you have a current Town of Bluffton Business License please provide a copy in the response submittal. If you do not have a current Town of Bluffton Business License you will be required to obtain one if selected for this Master Service Agreement. It is not necessary to have a Town of Bluffton Business License prior to submitting a response.
- Q.3** *If submitting as a local business, please describe the documentation that is required to meet this category.*
- A.3** Submit a copy of your current and previous year Town of Bluffton Business Licenses showing your physical location in Beaufort County. To meet the majority full-time staffing requirement, submit a notarized statement declaring how you meet this standard.